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Attorneys for Plaintiff
Garrison Property and Casualty Insurance Company
d/b/a The United States Automobile Association

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

GARRISON PROPERTY AND
CASUALTY INSURANCE CO.
d/b/a/ THE UNITED STATES
AUTOMOBILE
ASSOCIATION,
Plaintiff,

v.

STEVEN BIAKANJA, THE ESTATE OF
LISA BIAKANJA, by the through its co-
administrators, KENNETH M. MCINTIRE
and JOAN MCINTIRE; KENNETH M.
MCINTIRE, individually, and on behalf of
all wrongful death beneficiaries of Lisa
Biakanja, Deceased; JOAN MCINTIRE,
individually, and on behalf of all wrongful
death beneficiaries of Lisa Biakanja,
Deceased,
Defendants.

Case No. 5:23-cv-05612-NC

Judge: Judge Nathanael M. Cousins

**STIPULATION TO DISMISS
STEVEN BIAKANJA**

STIPULATION TO DISMISS STEVEN BIAKANJA

1 Plaintiff Garrison Property and Casualty Insurance Co. d/b/a The United States
2 Automobile Association (“USAA”) and Defendant Steven Biakanja hereby stipulate and
3 agree as follows:
4

5 1. USAA initiated this declaratory judgment lawsuit to determine its coverage
6 obligations for insurance claims made by the Estate of Lisa Biakanja (“the Estate”) for
7 coverage under policy no. 027490095R71010, effective from March 1, 2022 through
8 September 1, 2022 (the “Auto Policy”), which USAA issued to Lisa Biakanja.
9

10 2. USAA seeks no affirmative relief from Steven Biakanja in this lawsuit and
11 named Steven Biakanja only as a necessary party.
12

13 3. Steven Biakanja takes no position concerning the insurance coverage issues
14 raised by USAA in this lawsuit.
15

16 4. In order to avoid the costs of litigating where no relief is sought against Steven
17 Biakanja, Steven Biakanja agrees to the following:
18

19 a. To be bound by any judgment or settlement in this lawsuit;

20 b. Not to assert, directly or indirectly, that the Auto Policy provides
21 coverage to the Estate, unless that assertion is consistent with a final Court ruling in
22 this lawsuit or a settlement between the Estate and USAA; and
23

24 c. Not to challenge (i) any determination made by the Court in this lawsuit
25 regarding insurance coverage under the Auto Policy or (ii) any settlement of this
26 lawsuit.
27

28 5. In consideration of the above, USAA agrees to dismiss Steven Biakanja from

1 this lawsuit without prejudice, with each party to bear their own costs for this action.

2 6. USAA and Steven Biakanja agree that this Stipulation to Dismiss shall be
3 binding on their affiliated companies, subsidiaries, parents, stockholders, principals, agents,
4 predecessors, and assigns.
5

6 7. Any attorney signing below represents that he has authority to do so on behalf
7 of the entities for which he has signed this Stipulation.
8

9
10 **AGREED:**
11

12
13 **STEVEN BIAKANJA**
14

15 By: 

16 Donald J. Magilligan

Date: January 3, 2024

17 **THE GARRISON PROPERTY AND CASUALTY INSURANCE CO. d/b/a THE**
18 **UNITED STATES AUTOMOBILE ASSOCIATION**
19

20 By: /s/ Laurence J.W. Tooth

Date: Jan. 3, 2024

21
22 Title: Attorney for Plaintiff
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CERTIFICATE OF SERVICE

I hereby certify that on January 4, 2024, I electronically filed the foregoing STIPULATION TO DISMISS STEVEN BIAKANJA with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all parties of record.

By: /s/ Laurence. J.W. Tooth